

## **R E M A R K S**

Claims 1-18 and 32-39 are pending in the application with claims 19-31 having been cancelled and claims 38 and 39 having been added. Claims 1, 32, and 35-37 have been amended. Claims 1, 32, and 35-37 are the independent claims herein. No new matter has been added. Reconsideration and further examination are respectfully requested.

### Claim Rejections

#### 35 USC §103

Claim 1 is rejected under 35 U.S.C. §103(a) as allegedly unpatentable over Fargo, "The fight for retail credit", Credit Card Management, Vol. 13, Issue 9, pages 40-45, December 2000 ("Fargo") in view of U.S. Patent No. 7,254,557 ("Gillin") and U.S. Patent No. 6,032,136 ("Brake"). Claims 31-32 are rejected under 35 U.S.C. §103(a) as allegedly unpatentable over U.S. Patent No. 5,945,653 ("Walker"), in view of Fargo and further in view of U.S. Patent No. 4,813,077 ("Woods"), U.S. Patent No. 5,255,182 ("Adams"), U.S. Patent No. 5,231,569 ("Myatt"), and INDUSTRY BRIEFS, Card News. Potomac: December 22, 1997, Vol. 12, Issue. Claims 35-37 ("Card News") are rejected under U.S.C. §103(a) as allegedly unpatentable over Fargo, in view of Gillin, Brake, and U.S. Publication No. 2004/0049452 ("Blagg"). Reconsideration and withdrawal of the rejections are respectfully requested.

#### Claims 1 and 35-37

Amended independent claim 1 relates to a method. The method comprises selecting a private label account maintained on a first processing platform for upgrade to a dual card account. The private label account is associated with an account holder and has an associated monetary and non-monetary data. The method further comprises determining that the account holder agrees to terms associated with the dual card account. The dual card account is created with a zero balance on a second processing platform in response to the determining that the account holder agrees to the terms. The associated monetary and non-monetary data are extracted from a private label database. The non-monetary data associated with said private label

account is transferred to said second processing platform for association with said dual card account. The method further comprises causing a dual card associated with said dual card account to be transmitted to the account holder where the dual card and the dual card account are inactive until activated. The monetary data associated with the private label account is transferred to said second processing platform for association with said dual card account.

The art of record cannot be seen to disclose or to suggest the aforementioned features of amended independent claim 1. In particular, the art of record cannot be seen to disclose or to suggest (1) determining that the account holder of a private label account agrees to terms associated with the dual card account and (2) creating the dual card account with a zero balance on a second processing platform in response to the determining that the account holder agrees to the terms.

The Final Office Action states that “the prior art clearly disclose the creation of a dual card account with a zero balance”. While Applicants do not concede this point, Applicants respectfully believe that the prior art fails to disclose or suggest determining that an account holder of a private label account agrees to terms associated with a dual card account and the dual card account is created with a zero balance on a second processing platform in response to the determining that the account holder agrees to the terms.

Brake has been cited as allegedly transferring monetary and non-monetary data. Accordingly, nowhere can Brake be seen to disclose or to suggest the aforementioned features of amended independent claim 1.

The May 6, 2008 Office Action concedes that Fargo fails to disclose “creating dual card accounts with a zero balance”. Furthermore, Gillin, at column 13, lines 44-62, discloses that an issuing bank 311 provides a series of account numbers corresponding to debit/credit/charge card accounts. These financial services card accounts are preferably preset, in the case of credit or charge cards, to a zero balance. These accounts are recorded in a database to serve as a pool of accounts for which financial service cards will be issued and these accounts will be held by a bank 311 until a request is made for an account.

Accordingly, the financial service card accounts of Gillin are preset to zero prior to the accounts being issued to an account holder or even associated with an account holder. These accounts are merely a pool of account to be used by a bank when cards are issued. Thus, Gillin fails to disclose or suggest determining that an account holder of a private label account agrees to terms associated with a dual card account and the dual card account is created with a zero balance on a second processing platform in response to the determining that the account holder agrees to the terms.

Moreover, the Office Action “asserts that one of ordinary skill in the art would find it obvious to create a credit account with a zero balance”. Applicants respectfully disagree.

As stated in MPEP §2143.01(IV), the fact that the claimed invention is within the capabilities of one of ordinary skill in the art is not sufficient by itself to establish *prima facie* obviousness. Furthermore, a statement that modifications of the prior art to meet the claimed invention would have been well within the ordinary skill of the art at the time the claimed invention was made because the references relied upon teach that all aspects of the claimed invention were individually known in the art is not sufficient to establish a *prima facie* case of obviousness. *Ex parte Levengood*, 28 USPQ2d 1300 (Bd. Pat. App. & Inter. 1993).

In the present case, the statement that “one of ordinary skill in the art would find it obvious to create a credit account with a zero balance” is merely “a statement that modifications of the prior art to meet the claimed invention would have been well within the ordinary skill of the art” as described in *Ex parte Levengood*. Therefore, this rejection is improper.

In view of the aforementioned deficiencies, nowhere can Brake, Gillin, and Fargo, taken in any permissible combination be seen to disclose or to suggest determining that the account holder of a private label account agrees to terms associated with the dual card account and creating the dual card account with a zero balance on a second processing platform in response to the determining that the account holder agrees to the terms.

Furthermore, neither Blagg, Myatt, Industry Briefs, Walker, Woods, nor Adams can be seen to remedy the aforementioned deficiencies in Fargo and Gillin. Therefore, nowhere can the

art of record be seen to disclose or to suggest (1) determining that the account holder of a private label account agrees to terms associated with the dual card account and (2) creating the dual card account with a zero balance on a second processing platform in response to the determining that the account holder agrees to the terms.

In view of the foregoing, amended independent claim 1 and its related dependent claims are believed to be in condition for allowance.

Amended independent claims 35-37 each recite determining that an account holder of a private label account agrees to terms associated with a dual card account and the dual card account is created with a zero balance on a second processing platform in response to the determining that the account holder agrees to the terms. In view of the aforementioned deficiencies in Fargo and Gillin, amended independent claim 35-37 are believed to be in condition for allowance.

#### Claim 32

Amended independent claim 32 relates to a method for operating a private label processing platform. The method comprises receiving, from a private label processing network, an authorization request. The authorization request includes information identifying a transaction amount, a merchant, and an account identifier. The method further comprises receiving an indication that an account holder agrees to terms associated with a dual card account and determining that the account identifier is an identifier of the dual card account. Associated monetary and non-monetary data is extracted from a database associated with the private label processing platform in response to receiving an indication that the account holder agrees to the terms. Furthermore, a cross-reference database table is updated with the extracted associated monetary and non-monetary data. The cross-reference database table is associated with both the private label processing platform and a dual card processing platform. The authorization request is forwarded to a dual card processing platform for authorization.

The art of record cannot be seen to disclose or to suggest the aforementioned features of amended independent claim 32. In particular the art of record cannot be seen to disclose or to suggest (1) receiving an indication that an account holder agrees to terms associated with a dual

card account and that associated monetary and non-monetary data is extracted from a database associated with a private label processing platform in response to receiving an indication that the account holder agrees to the terms and (2) updating a cross-reference database table with the extracted associated monetary and non-monetary data where the cross-reference database table is associated with both the private label processing platform and a dual card processing platform.

As stated previously, Walker discloses a system and method for establishing and executing functions to affect credit card accounts and transactions, Woods discloses a sales transaction record processing system and method. Accordingly, nowhere can Walker or Woods be seen to disclose or to suggest the aforementioned features of amended independent claim 32.

Card News has been cited for a transaction authorization contract and cannot be seen to disclose or to suggest the aforementioned features of amended independent claim 32.

Myatt discloses a transaction terminal 15 that comprises a means for inputting and recording information including a type of transaction and an amount of a transaction. The transaction information is communicated over a communication network to a transaction processor 27. However, nowhere does Myatt disclose or suggest receiving an indication that an account holder agrees to terms associated with a dual card account and that associated monetary and non-monetary data is extracted from a database associated with a private label processing platform in response to receiving an indication that the account holder agrees to the terms.

Moreover, nowhere does Myatt disclose or suggest a cross-reference database table that is updated with the extracted associated monetary and non-monetary data where the cross-reference database table is associated with both the private label processing platform and a dual card processing platform.

Therefore, nowhere can Card News, Myatt, Woods, or Walker, or any combination thereof, be seen to disclose or suggest (1) receiving an indication that an account holder agrees to terms associated with a dual card account and that associated monetary and non-monetary data is extracted from a database associated with a private label processing platform in response to receiving an indication that the account holder agrees to the terms and (2) a cross-reference

database table is updated with the extracted associated monetary and non-monetary data where the cross-reference database table is associated with both the private label processing platform and a dual card processing platform.

In view of the foregoing, amended independent claim 32 and its related dependent claims are believed to be in condition for allowance.

## **C O N C L U S I O N**

Accordingly, Applicants respectfully request allowance of the pending claims. If any issues remain, or if the Examiner has any further suggestions for expediting allowance of the present application, the Examiner is kindly invited to contact the undersigned via telephone at (203) 972-4982.

Respectfully submitted,

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